

EXHIBIT F

1 Hope Street Limited Partnership, CA-One Market Limited Partnership and DC-1333 H Street, L.P.
2 and Postpetition Lender, Equity Office Properties Management Corporation (collectively, the “EOP
3 Parties”); and Thelen, Reid & Priest, counsel to University Circle Investors, LLC (“University
4 Circle”) (individually, the Trustee, the Former Partners, the Retired Partners/Formers Employees,
5 Members of the Debtor’s Liquidation Committee, the Debtor, the EOP Parties and University
6 Circle, each are referred to herein as “Party” and, collectively, as the “Parties”) in connection with
7 the contested matter involving the Trustee’s Motion for Order (A) Approving Settlement Agreement
8 with Clifford Chance Parties; (B) Finding that Settlement Is In Good Faith; (C) Authorizing Clifford
9 Chance To Intervene In Adversary Proceedings Regarding Avoidance of Claim Assignments; and
10 (D) Staying Adversary Proceeding Against Clifford Chance During Avoidance Action, and related
11 matters (the “Clifford Chance Settlement Matter”). It appearing that the Parties and their counsel
12 have consented to entry of the within Agreed Protective Order (the “Protective Order”) and good
13 cause appearing, IT IS HEREBY ORDERED THAT:

14 1. **“CONFIDENTIAL” INFORMATION:** Any person or entity producing
15 documents in connection with the Clifford Chance Settlement Matter (the “Producing Party”) may
16 designate as “Confidential” any document, materials, thing or information in any form, written,
17 recorded, electronic or graphic (collectively, the “Discovery Materials”). The Producing Party,
18 however, may only designate such Discovery Materials as “Confidential” to the extent that such
19 materials are entitled to protective treatment under Rule 26(c) of the Federal Rules of Civil
20 Procedure, or otherwise can appropriately be designated in good faith as confidential, including,
21 without limitation, information provided to the Producing Party by any other non-party which the
22 Producing Party has undertaken to maintain in confidence (Discovery Materials designated as
23 Confidential shall be referred to as “Confidential Information”).

24 2. **“HIGHLY CONFIDENTIAL” INFORMATION:** The Producing Party may
25 designate as “Highly Confidential” any Discovery Materials that reveals competitively sensitive or
26 proprietary processes, structures, or pricing information, or sensitive personal information (“Highly
27 Confidential Information”).
28

1 3. **“CONFIDENTIAL – RESTRICTED” INFORMATION:** The Producing Party
2 may designate as “Confidential – Restricted” any Discovery Materials that reveal confidential
3 information relating to (1) any claims that are the subject of the Clifford Chance Settlement Matter
4 or (2) any claims or potential claims by or against any of the plaintiffs in the underlying litigation
5 that is the subject of the Clifford Chance Settlement Matter on the one hand, and any of the
6 defendants in such litigation, on the other (“Confidential – Restricted Information”).

7 4. **DESIGNATION:** The designation of Discovery Materials as Confidential, Highly
8 Confidential, or Confidential – Restricted shall be effected by visibly marking it “Confidential,”
9 “Highly Confidential,” or “Confidential – Restricted.” When space is limited, the designation
10 “Confidential – Restricted” may also be indicated by the abbreviation “Confid. – Restricted.” The
11 Confidential Information, Highly Confidential Information, or Confidential – Restricted Information
12 may be so marked when it is produced or disclosed, or as otherwise provided in this Protective
13 Order. Multi-paged materials that are bound together shall be stamped or labeled “Confidential,”
14 “Highly Confidential,” or “Confidential – Restricted” on each page, and the burden of marking the
15 information shall fall upon the Producing Party. If the information cannot be conveniently stamped
16 or labeled, it will be designated in such a way as to clearly indicate to anyone coming into contact
17 with it that it is Confidential, Highly Confidential, or Confidential – Restricted pursuant to this
18 Protective Order. Any designation that is inadvertently omitted or designated improperly may be
19 corrected by written notice from the Producing Party and, when so identified, such information shall
20 thereafter be subject to this Protective Order.

21 5. **RESTRICTIONS ON DISCLOSURE:** Unless and until the restrictions on this
22 Protective Order are removed or modified either by agreement of the Parties or by order of the
23 Court, no Discovery Materials that are designated “Confidential,” “Highly Confidential,” or
24 “Confidential – Restricted” may be used by any recipient of such information or disclosed to anyone
25 for any purpose, other than in connection with the Clifford Chance Settlement Matter. Unless and
26 until the restrictions in this Protective Order are removed or modified either by agreement of the
27 Parties or by order of the Court, no Confidential Information may be disclosed by the recipient of
28 such information to anyone other than those persons designated below in Paragraph 6, no Highly

1 Confidential Information may be disclosed by the recipient of such information to anyone other than
2 those persons designated below in Paragraph 7, and no Confidential – Restricted Information may
3 be disclosed by the recipient of such information to anyone other than those persons designated
4 below in Paragraph 8.

5 **6. RESTRICTIONS ON “CONFIDENTIAL” INFORMATION:** All Confidential
6 Information shall be restricted to the following persons:

- 7 a. A Party and its employees whose review of Confidential Information is necessary
8 to the Party’s representation in connection with the Clifford Chance Settlement
9 Matter;
- 10 b. The Party’s legal counsel and such counsel’s clerical or support staff, including
11 temporary or contract staff;
- 12 c. Consulting or testifying experts or any person retained or used by any Party to
13 assist with the Party’s representation in connection with the Clifford Chance
14 Settlement Matter, provided that such Party, in good faith, requires their
15 assistance in connection with such representation, and further provided that any
16 report created by such consultant or expert relying on or incorporating
17 Confidential Information shall be designated (in whole or in part, as appropriate)
18 as Confidential Information;
- 19 d. Any outside copy and computer services personnel for purposes of copying,
20 imaging, or indexing documents, and any court reporter or court reporting
21 service;
- 22 e. Any person whom the Parties agree, in advance and by writing, may receive
23 Confidential Information;
- 24 f. Judge Montali and necessary Court personnel, subject to the procedures for filing
25 materials under seal set forth in paragraph 11, below.
- 26 g. Confidential Information shall not be disclosed to any person identified in
27 subparagraphs (c), (d) and (e) above unless and until such person has (i) been
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1 shown a copy of this Protective Order, and (ii) such person has completed the
2 consent that is attached hereto as Exhibit "1."

3 h. This Protective Order shall not be deemed or construed to prohibit the Producing
4 Party from disclosing its own Confidential Information. Nor shall this Protective
5 Order be deemed or construed to prohibit a Party, person, or entity, from
6 disclosing Confidential Information that was obtained independently of this
7 discovery process, or from non-confidential sources that do not designate the
8 Discovery Materials as Confidential.

9 7. **RESTRICTIONS ON "HIGHLY CONFIDENTIAL" INFORMATION:** All
10 Highly Confidential Information shall be restricted to the following persons:

- 11 a. The Party's legal counsel and such counsel's clerical or support staff, including
12 temporary or contract staff.
- 13 b. Consulting or testifying experts or any person retained or used by any Party to
14 assist with the Party's representation in connection with the Clifford Chance
15 Settlement Matter, provided that such Party, in good faith, requires their
16 assistance in connection with such representation, and further provided that any
17 report created by such consultant or expert relying on or incorporating Highly
18 Confidential Information shall be designated (in whole or in part, as appropriate)
19 as Highly Confidential Information.
- 20 c. Any outside copy and computer services personnel for purposes of copying,
21 imaging, or indexing documents and any court reporter or court reporting service;
22 and
- 23 d. Judge Montali and necessary Court personnel, subject to the procedures for filing
24 materials under seal set forth in paragraph 11, below.
- 25 e. Highly Confidential Information shall not be disclosed to any person identified in
26 subparagraphs (b) and (c) above unless and until such person has (i) been shown
27 a copy of this Protective Order, and (ii) such person has completed the consent
28 that is attached hereto as Exhibit "1."

1 8. **RESTRICTIONS ON “CONFIDENTIAL – RESTRICTED” INFORMATION:**

2 No Confidential – Restricted Information shall be disclosed, directly or indirectly, to Clifford
3 Chance U.S. LLP (“Clifford Chance”) or any of its attorneys, agents, affiliates, or representatives.

4 All Confidential – Restricted Information shall be restricted to the following persons:

- 5 a. A Party other than Clifford Chance, and the Party’s employees whose review of
6 Confidential – Restricted Information is necessary to the Party’s representation in
7 connection with the Clifford Chance Settlement Matter;
- 8 b. For each Party other than Clifford Chance, the Party’s legal counsel and such
9 counsel’s clerical or support staff, including temporary or contract staff;
- 10 c. For each Party other than Clifford Chance, consulting or testifying experts or any
11 person retained or used by any Party to assist with the Party’s representation in
12 connection with the Clifford Chance Settlement Matter, provided that such Party,
13 in good faith, requires their assistance in connection with such representation, and
14 further provided that any report created by such consultant or expert relying on or
15 incorporating Confidential – Restricted Information shall be designated (in whole
16 or in part, as appropriate) as Confidential – Restricted Information;
- 17 d. Any outside copy and computer services personnel for purposes of copying,
18 imaging, or indexing documents and any court reporter or court reporting service;
19 and
- 20 e. Judge Montali and necessary Court personnel, subject to the procedures for filing
21 materials under seal set forth in paragraph 11, below.
- 22 f. Confidential – Restricted Information shall not be disclosed to any person
23 identified in subparagraph (b) through (d) above unless and until: (i) such person
24 has been shown a copy of this Protective Order, and (ii) such person has
25 completed the consent that is attached hereto as Exhibit “1.”

26 9. **REQUEST FOR DISCLOSURE:** Any Party may at any time request permission to
27 disclose Confidential Information, Highly Confidential Information, or Confidential – Restricted
28 Information to a person other than those permitted by Paragraphs 6, 7 and 8, respectively, by serving

1 a written request upon counsel for the Producing Party. The request shall state the information or
2 material the Party wishes to disclose and the person or entity to whom they wish to disclose the
3 information or material. The Parties shall then attempt to resolve any disagreements in good faith.
4 If consent is withheld, or if the parties are unable to agree on the terms and conditions of disclosure,
5 the Party may move for an order from the Court permitting the disclosure, and such a motion may be
6 brought on an expedited basis with at least two business days' advance notice to the Parties. While
7 such an application is pending, the document, testimony or other information in question shall be
8 treated in accordance with its original designation. Notwithstanding the foregoing, the Parties agree
9 that they will not request nor attempt to disclose, directly or indirectly, Confidential – Restricted
10 Information to Clifford Chance or any of its attorneys, agents, affiliates, or representatives, although
11 the Parties may challenge such designation pursuant to Paragraph 10.

12 **10. OBJECTIONS TO DESIGNATIONS:** Any Party may object to the designation of
13 Confidential Information, Highly Confidential Information, or Confidential – Restricted Information
14 in a writing tendered to the Producing Party. The Parties shall then attempt to resolve any
15 disagreements in good faith. If the Parties are not able to resolve their disagreement(s), the
16 objecting Party may move for an order from the Court challenging the designation, and such a
17 motion may be brought on an expedited basis with at least two business days' advance notice to the
18 Parties. While such an application is pending, the document, testimony or other information in
19 question shall be treated in accordance with its original designation.

20 **11. FILING UNDER SEAL:** Neither the Parties nor anyone to whom Confidential
21 Information, Highly Confidential Information, or Confidential – Restricted Information is
22 disseminated hereunder, shall file with the Court or otherwise disclose in any Court filing any
23 document or information so designated, unless it is filed under seal in accordance with the
24 procedures required by Fed. R. Bankr. P. 9018 and the local rules of this Court.* By this Order, the
25 Court authorizes the filing of Confidential Information, Highly Confidential Information, or
26 Confidential – Restricted Information under seal without further order of the Court. If any Party
27 seeks to use any such information in any hearing or trial in the Clifford Chance Settlement Matter,
28 the Party shall meet and confer with the other interested Parties to agree upon procedures to protect

See Montali Practices & Procedures @ www.canb.uscourts.gov re filing under seal

1 the confidentiality of such information, such as requesting an in camera review, and present such
2 proposed procedures to the Court for its approval or modification. The provisions of this paragraph
3 are without prejudice to the right of any Party to request that any such information be introduced
4 into evidence and be filed under seal. Confidential Information, Highly Confidential Information,
5 and Confidential – Restricted Information shall not be included, in whole or in part, in pleadings,
6 motions, briefs, exhibits, memoranda or other papers filed with the Court, except as provided in this
7 paragraph.

8 **12. NO WAIVER:** Neither the taking of any action in accordance with the provisions of
9 this Protective Order nor the failure to object to such action shall be construed as a waiver of any
10 claim or defense in connection with the Clifford Chance Settlement Matter. Moreover, the failure to
11 designate information in accordance with this Protective Order or the failure to object to a
12 designation at a given time shall not preclude any Party from seeking to impose such designation or
13 challenging the propriety thereof at a later time.

14 a. The Trustee's production of Discovery Materials to any of the other Parties in
15 connection with the Clifford Chance Settlement Matter shall not be deemed or argued to be a
16 waiver of any attorney-client, joint-defense and/or work-product privileges.

17 **13. WITHHOLDING DISCOVERY MATERIALS:** Nothing in this Protective Order
18 shall constitute a waiver of the Producing Party's right to object to the production of Discovery
19 Materials (i.e., lack of relevance, burden, privilege, etc.), provided however, that if the Producing
20 Party withholds Discovery Materials on the grounds that the protections of this Protective Order are
21 inadequate, the Producing Party must state with specificity the reasons why the protections of this
22 Protective Order are inadequate under the circumstances.

23 a. Notwithstanding the foregoing, all Parties shall be entitled to receive copies
24 of all Discovery Materials produced by any other Party in this matter on the terms and
25 conditions set forth in this Order.

26 **14. NO EFFECT ON ADMISSIBILITY:** This Protective Order shall not be deemed or
27 construed in any way to affect or to establish the admissibility or to waive any right to object to the
28 admissibility at trial of any Discovery Materials subject to this Protective Order.

1 15. **NOTICE OF SUBPOENA, ETC.:** If any Party concludes that it has been
2 compelled, by subpoena or other form of judicial process, to disclose Confidential Information,
3 Highly Confidential Information or Confidential – Restricted Information to any person other than
4 those permitted to receive such information as provided by Paragraphs 6, 7 or 8 above, they shall as
5 promptly as possible, and in any event at least fourteen (14) days prior to disclosure or 72 hours
6 prior to the return date of a subpoena or other process in the event of process requiring compliance
7 in fewer than 14 days, whichever is the longer period, provide written notice to counsel for the
8 Producing Party of their intention to disclose such information. If written notice cannot be provided
9 at least fourteen (14) days prior to the time for production or other disclosure, the Party shall, in
10 addition, give notice to counsel for the Producing Party by telephone. In no event shall production
11 or disclosure be made before reasonable notice is given to the Producing Party. The purpose of this
12 paragraph is to give the Producing Party an opportunity to intervene to object to the production or
13 disclosure of Confidential Information, Highly Confidential Information, or Confidential –
14 Restricted Information pursuant to compulsory process. If the Producing Party seeks an order
15 precluding production or disclosure of such material, the other Parties shall not make production or
16 disclosure until the Court rules on the request.

17 16. **RETURN OR DESTRUCTION OF DESIGNATED INFORMATION:** Each
18 Party's participation in the Clifford Chance Settlement Matter may be concluded by: (i) the entry of
19 a final, non-appealable final order on the Clifford Chance Settlement Matter; (ii) the settlement of
20 the Clifford Chance Settlement Matter, or (iii) any Party's withdrawal from or discontinuance of
21 participation in the Clifford Chance Settlement Matter. No later than 60 days after each Party's
22 discontinuance in participation in the Clifford Chance Settlement Matter for any of the foregoing
23 reasons, all Confidential Information, Highly Confidential, and Confidential – Restricted
24 Information produced by the Producing Party (including all copies, extracts, summaries, digests and
25 synopses) shall either be shredded or returned to the Producing Party, except that a Party's counsel
26 and a Party's designated expert(s) may retain for their files one copy of any papers served and filed
27 in connection with the Clifford Chance Settlement Matter, including portions of any such papers that
28 contain or disclose Confidential Information, Highly Confidential Information, or Confidential –

1 Restricted Information, provided that such retained information is maintained pursuant to the terms
2 of this Protective Order. (This obligation to either shred or return designated information shall
3 extend to any other persons or entities to whom the Party has disclosed such information pursuant to
4 the Protective Order.) Further, a Party which has discontinued its participation in the Clifford
5 Chance Settlement Matter shall provide written notice to the Producing Party that the Party (and any
6 other persons or entities to whom the Party has disclosed such information pursuant to the Protective
7 Order) has complied with this paragraph 16. This Protective Order shall survive and remain in full
8 force and effect after the termination of the Clifford Chance Settlement Matter.

9 17. Nothing herein shall prevent any Party from seeking further, greater or lesser
10 protection with respect to the use of any information in connection with any trial, hearing or other
11 proceeding in connection with the Clifford Chance Settlement Matter.

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13 **END OF ORDER**
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EXHIBIT "1"

CONSENT TO BE BOUND BY PROTECTIVE ORDER

I, the undersigned, have read and understand the terms and conditions of the Agreed Protective Order for the *In re Brobeck Phleger & Harrison LLP* case (the "Protective Order"), entered on _____, and I consent to be bound by its terms as follows:

1. I agree that I will make no further disclosure of any information designated pursuant to the Protective Order (including Confidential Information, Highly Confidential Information, and Confidential – Restricted Information) and will personally protect the confidentiality of all such information received;

2. To the extent I have retained any Confidential Information, Highly Confidential Information, and Confidential – Restricted Information, I agree that I will either shred or return to the attorneys who presented this consent to me all such designated information pursuant to the terms of paragraph 16 of the Protective Order, provided however that a designated expert may maintain one copy of its files, which may include such designated information, pursuant to the terms of the Protective Order; and

3. [If the undersigned is an expert] A true and correct copy of my curriculum vitae and a list of my prior engagements (for purposes of conducting a conflicts check) is attached.

Name of Person or Entity: _____

Authorized Representative (if applicable): _____

Address: _____

Telephone: _____

Signature

Dated